

**TOWN OF DAVIE  
TOWN COUNCIL AGENDA REPORT**

**TO:** Mayor and Councilmembers

**FROM/PHONE:** Tina Tysinger, Technology & Information Management  
Director/954-797-1063

**PREPARED BY:** Tina Tysinger, Technology & Information Management  
Director/954-797-1063

**SUBJECT:** Resolution

**AFFECTED DISTRICT:** Town-Wide

**ITEM REQUEST:** Schedule for Council Meeting

**TITLE OF AGENDA ITEM:** AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT WITH WEBQA, INC TO PROVIDE CITIZEN SUPPORT SOFTWARE SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE. (\$7,140/first year)

**REPORT IN BRIEF:** The Town's need for a method to efficiently monitor citizen interaction, and ensure their concerns are adequately addressed precipitated the installation of the GovQa Citizen Support Center in 2008 which was developed by WebQa, Inc. The initial service provision did not require Council approval because WebQa, Inc did not require a signed contract and the value of the contract was lower than the dollar value threshold required for Council approval. At this time however WebQa, Inc would like to enter into a continual yearly agreement for the provision of such services.

**PREVIOUS ACTIONS:** N/A

**CONCURRENCES:** The GovQa citizen support portal has been in place on the Town's webpage since 2008.

**FISCAL IMPACT:** Yes

Has request been budgeted? Yes

If yes, expected cost: \$7,140/first year

Account name and number: 052-0259-593-0441 Computer Maintenance & Expenses

**RECOMMENDATION(S):** Motion to approve resolution

**Attachment(s):** Resolution, Agreement.

Resolution \_\_\_\_\_

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA  
AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT  
WITH WEBQA, INC TO PROVIDE CITIZEN SUPPORT SOFTWARE  
SERVICES; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Davie seeks to have the concerns of its stakeholders  
addressed by its employees in a timely and efficient manner via the use of a computerized  
tracking system; and

WHEREAS, the Town of Davie installed the GovQa Citizen Support Center from  
WebQa, Inc. in June 2008 which has led to the effective management of citizen and  
stakeholder interaction via the portal on the Town's webpage; and

WHEREAS, WebQa, Inc. and the Town find it desirous to enter into an  
agreement to continue to provide these services; and

WHEREAS, the terms and conditions of this agreement are identified in Exhibit  
A, which is attached.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN  
OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie hereby authorizes the  
Mayor to execute an agreement with WebQa, Inc to provide citizen support services  
through its product GovQa.

SECTION 2. This resolution shall take effect immediately upon its passage and  
adoption.

PASSED AND ADOPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2009

\_\_\_\_\_  
ATTEST:

\_\_\_\_\_  
Mayor/Councilmember

\_\_\_\_\_  
Town Clerk

APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2009

Exhibit  
“A”

**For GovQA Services**

(“Effective Date”.)

GovQA grants to Customer a non-exclusive, non-transferable, limited license to access and use the GovQA Service on the Authorized Website(s) identified in Schedule 1 in consideration of the fees and terms described in Schedule 1.

Customer acknowledges it is receiving only a limited license to use the Service and related documentation, if any, and shall obtain no title, ownership nor any other rights in or to the Service and related documentation, all of which title and rights shall remain with WebQA. In addition, Customer agrees that this license is limited to applications for its own use and may not lease or rent the Service nor offer its use for others.

### 3. SERVICE LEVELS:

WEBQA will use commercially reasonable efforts to backup and keep the Service and Authorized Website(s) in operation consistent with applicable industry standards and will respond to customers' requests for support during normal business hours.

THE SERVICES ARE PROVIDED ON AN "AS IS" BASIS, AND CUSTOMER'S USE OF THE SERVICES IS AT ITS OWN RISK. WEBQA DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE.

WEBQA MAKES NO REPRESENTATION OR WARRANTY AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE SERVICE AND SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL DAMAGES OF ANY KIND INCLUDING, BUT NOT LIMITED TO, DATA LOSS AND BUSINESS INTERRUPTION, AND THE PARTIES AGREE THAT THE ONLY REMEDIES THAT SHALL BE AVAILABLE TO CUSTOMER UNDER THIS AGREEMENT SHALL BE THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. WEBQA'S LIABILITY IS EXPRESSLY LIMITED TO THE AMOUNT RECEIVED UNDER THIS AGREEMENT.

Either party may terminate this agreement if the terminating party gives the other party sixty (60) day's written notice prior to termination. Should Customer terminate without cause after the first date of the term as defined in Schedule 1, Customer must pay the balance of the current contracted term and this payment obligation will immediately become due. WebQA may terminate services if payments are not received by WebQA as specified in Schedule 1.

## 6. ACCEPTABLE USE:

Customer represents and warrants that the Services will only be used for lawful purposes, in a manner allowed by law, and in accordance with reasonable operating rules, policies, terms and procedures.

WEBQA may, upon misuse of the Services, request Customer to terminate access to any individual and Customer agrees to promptly comply with such request unless such misuse is corrected.

Each party hereby agrees to maintain the confidentiality of the other party's proprietary materials and information, including but not limited to, all information, knowledge or data not generally available to the public which is acquired in connection with this Agreement, unless disclosure is required by law. Each party hereby agrees not to copy, duplicate, or transcribe any confidential documents of the other party except as required in connection with their performance under this Agreement. Customer acknowledges that the Services contain valuable trade secrets, which are the sole property of WebQA, and Customer agrees to use reasonable care to prevent other parties from learning of these trade secrets or have unauthorized access to the Services. WebQA will use reasonable efforts to insure that any WebQA contractors maintain the confidentiality of proprietary materials and information.

This Agreement will be governed by and construed in accordance with the laws of the State of Florida.

WEBQA may not assign its rights and obligations under this Agreement, in whole or part, without prior written consent of Customer, which consent will not be unreasonably withheld.

Authorized representatives of Customer and WEBQA have read the foregoing and all documents incorporated therein and agree and accept such terms effective as of the date first written above.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

## Signature: \_\_\_\_\_

Print Name: John Dilenschneider

Title: CEO Date:

## **WEBQA SERVICES AGREEMENT**

### **For GovQA Services**

A. Services:	Software:	<u>GovQA</u>
Seats:		<u>Unlimited Seats</u>
Data:		<u>All Customer Data is Owned By Customer</u>
Authorized website:		<u><a href="http://www.mv.govhelp.org/">http://www.mv.govhelp.org/</a> (daviefl) /</u>
Admin website:		<u><a href="http://www.mv.govhelp.org/">http://www.mv.govhelp.org/</a> (daviefl) /zadmin</u>
Admin Logon:	ID: SA	Password: <u>PASSWORD</u>

**B. Fees:** **Main Modules:** At a **Locked-In** subscription cost per month for term of \$ 595.

☒ Service Request

☒ Knowledgebase

☒ Message Center

☐ Employee Intranet

☐ Payment Center with \_\_\_\_ Payment types

☒ Citizen Portal

☒ Full Reporting

☒ All service upgrades

☐ Code Enforcement

**Implementation and Training:** At a **Locked-In** cost of \$ 0.

☒ One-time setup and load of 80 Questions into knowledgebase  
☒ One-time setup and load of 40 Service Requests with 2 rules per Service Request  
☒ Included System Administrator Training  
☐ \_\_\_\_ Days of On-Site Training (\$1,800 each plus expenses)

**Storage:** \$ Included

☒ 10 GB storage free with service. Additional 10GB is \$20/month

**C. Terms:** **Term Starting:** 7/1/2009 **Ending:** 6/30/2010-upon the expiration of this initial term, the term will continue to auto-renew to subsequent annual Optional Terms unless Customer notifies WEBQA in writing of its intention not to extend the term at least sixty (60) days prior to expiration of the current term end date. Renewal terms will not increase by more than eight percent.

**D. Billing:** Fees are exclusive of all taxes. Fees are billed on an annual basis in advance and are due upon receipt of invoice. Payments over 45 days from due date will accrue interest at a rate of one (1%) per month

**E. Remittance:** All payments should be made directly to WebQA and will not be deemed received until actually received in WebQA offices. WebQA mailing address for all payments is:

Accounts Receivable Dept.,  
WebQA Inc,  
900 S. Frontage Road, Suite 110  
Woodridge, IL 60517

**F. Special:** No special implementation or customization at this time. If required, attach as Schedule 2.

**G. Contacts:** Organization Name \_\_\_\_\_

Main Contact Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Cell: \_\_\_\_\_ Fax: \_\_\_\_\_

**Billing Contact Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Work Phone:** \_\_\_\_\_ **Cell:** \_\_\_\_\_ **Fax:** \_\_\_\_\_  
**Purchase Order Number:** \_\_\_\_\_ **Duns Number:** \_\_\_\_\_



## **WEBQA SERVICES AGREEMENT**

### **For GovQA Services**

#### **Customer Information**

Company Name:		
Contact Name:		
Address:		
City:	State:	Zip:
Title:	Email:	
Phone:	Fax:	Pager:

#### **Billing Information**

Contact Name:		
Address:		
City:	State:	Zip:
Title:	Email:	Cellular:
Phone:	Fax:	Pager:
Purchase Order #:	Duns #:	

#### **Technical Contact**

Contact Name:		
Address:		
City:	State:	Zip:
Title:	Email:	Cellular:
Phone:	Fax:	Pager:
Contact Hours		

#### **Domain Address Information**

PRIMARY ADDRESS	ADMINISTRATIVE ADDRESS	ADMIN LOGIN ID	ADMIN LOGIN PASSWORD
(MYGOVQA.COM/XXX/)	(MYGOVQA.COM/ XXX/ADMIN)		
MYGOVHELP.ORG/DAVIEFL	MYGOVHELP.ORG/DAVIEFL /ADMIN	SA	PASSWORD



